

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to **AM-IL**'s Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company (**AM-IL**), Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-IL** means the above listed ILEC doing business in Illinois.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Illinois Commerce Commission ("ICC") Docket Number 98-0555.
- 1.6 The Performance Measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that **AM-IL** is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the **Interconnection or Resale** agreement to which this Appendix is attached.
- 1.7 The measurement data herein shall be collected, reported and used to calculate Remedy Payments on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 1.8 The Business Rules for the Performance Measurements and Performance Remedy Plan are available on SBC's CLEC website.

2. INCORPORATION OF THE REQUIREMENTS OF ICC DOCKET 01-0120 AND RESERVATION OF RIGHTS

- 2.1 This Appendix incorporates by reference the Performance Measurements, Performance Remedy Plan, and associated Business Rules developed pursuant to the Merger Conditions, including the modifications to the Performance Remedy Plan ordered by the ICC in its July 10, 2002 Order in Docket 01-0120 ("July 10th Order"). It is **AM-IL's** position that pursuant to the Merger Conditions, and the July 10th Order, the Performance Measurements, Performance Remedy Plan, and associated Business Rules expired on October 8, 2002. However, the ICC's Order on Reopening dated October 1, 2002, mandated that the Performance Measurements, Performance Remedy Plan, and associated Business Rules be made available without the expiration date of October 8, 2002 ("the Docket 01-0120 Performance Remedy Plan"). Therefore as ordered by the ICC, **AM-IL** is providing the Docket 01-0120 Performance Remedy Plan solely by reason of the Order on Reopening and not on a voluntary basis or pursuant to the negotiation provision described in 47 U.S.C. § 252(a)(1). Each Party specifically reserves any and all rights and remedies it may have to challenge the ICC orders issued in Docket 01-0120, or any further ICC orders

regarding performance measurements, business rules and remedies, under state and federal law. In the event that the ICC's orders in Docket 01-0120 or any of the laws, regulations or Commission orders that were the basis or rationale for such orders in Docket 01-0120, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, implementation of the Docket 01-0120 Performance Remedy Plan shall cease consistent with such action and the Docket 01-0120 Performance Remedy Plan shall be replaced by the attached Illinois Compromise Remedy Plan, which is the product of good faith negotiations pursuant to 47 U.S.C. § 252(a)(1). In such event, the effective date of the Illinois Compromise Remedy Plan shall be made retroactive to the effective date of the amendment that incorporated this Appendix (or the effective date of the Agreement if this Appendix is part of the original filed **Interconnection or Resale** Agreement). Consistent with this retroactive effective date, all payments made or owed pursuant to the Docket 01-0120 Performance Remedy Plan will be trued-up or trued-down as appropriate. However, Tier 2 payments shall not be adjusted retroactively pursuant to this section except on further order of the Commission or a court. Finally, the Illinois Compromise Remedy Plan will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.

- 2.2 In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10th Order, AM-IL shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AM-IL's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.